RECENT CASES

CARRIERS—STIPULATION IN PASSENGER TICKET LIMITING LIABILITY FOR LOSS OF BAGGAGE—NEGLIGENCE.—COOPER V. NORFOLK, SOUTHERN RY. CO. ET AL., 77 S. E. REP. (N. C.), 339.—*Held,* that a stipulation in an intrastate passenger ticket that "baggage liability is limited in value, unless a greater value has been declared and excess charges paid," is invalid, where the carrier was negligent.

In general there is no distinction between the baggage of a passenger and ordinary goods, as to the rights of parties to enter into contracts limiting the liability of the carrier. *Hutchinson on Carriers,* 3rd Ed., §1297. The decision in the principal case is in harmony with the rule obtaining in most jurisdictions that a carrier may limit its liability for baggage by stipulation in a passenger ticket, except for losses due to its own negligence; *Williams v. Central Railroad of New Jersey,* 93 App. Div. (N. Y.), 582; *Thomas v. Southern Ry.,* 131 N. C., 590; *Jacobs v. C. R. of N. J.,* 208 Pa., 535; although some require that a reduced fare or other consideration be given. *Robert v. Chi. & Alton R. Co.,* 148 Mo. App., 96. The stipulation must be reasonable; *Weinberger v. Compagnie Generale,* 146 Fed., 516; *Rose v. Northern Pacific Ry.,* 35 Mont., 70; and notice must usually be brought home to the passenger; *C. R. of N. J. v. Wiegand,* 75 Fed., 370; *Black v. A. C. Line Ry.,* 82 S. C., 478; although it may be presumed. *Aiken v. Wabash Ry.,* 80 Mo. App., 8; *Jacobs v. C. R. of N. J., supra.* Notice will not be presumed where the conditions intended to limit the carrier's liability are printed on the back of the ticket. *Hutchinson on Carriers,* §1299. Some courts however allow a limitation of liability for loss caused by negligence. *Rose v. N. P. Ry. supra; Westhall v. C. R. of N. J.,* 79 N. J. L., 87; *Tewes v. North German Lloyd Steamship Co.,* 186 N. Y., 151. In a few instances, as where a free pass is given, a carrier may wholly exempt itself from liability; *Holly v. Southern Ry.,* 119 Ga., 767; even for the felonious acts of its servants. *Marriott v. Yeoward Bros.,* 2 K. B. (Eng., 1909), 987; *contra, Hutto v. Southern Ry.,* 75 S. C., 295. In Iowa, Texas and Virginia, by statute, a carrier cannot limit its common-law liability. *Galveston, etc. Ry. v. Eales,* 33 Tex. Civ. App., 457; *C. & O. Ry. v. Beasley,* 104 Va., 788. Stipulations as to baggage are held not to apply to hand baggage. *Runyan v. C. R. of N. J.,* 61 N. J. L., 537; *Holmes v. Nor. Ger. L. S. S. Co.,* 184 N. Y., 280.

CHARITABLE SUBSCRIPTION — DONATION — ENFORCEMENT — CONSIDERATION.—YOUNG MEN'S CHRISTIAN ASS'N. V. ESTILL, 78 S. E. (GA.), 1075.—*Held,* that, as a general rule, a promise to donate money to a charitable purpose is gratuitous and unenforcible, unless some consideration therefor exists. But a consideration for a promise to donate money to a charitable corporation is supplied where the corporation, during the life of the promisor, and before a withdrawal of the promise, and in reliance on his promise, as well as that of others, expended money and incurred enforcible liabilities in furtherance of the enterprise the donors intended to